

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE CITY OF FLINT, MICHIGAN**

This settlement agreement (the "Agreement") is entered into as of May 21, 2012 ("Effective Date"), between the United States of America and the City of Flint, Michigan (collectively, the "Parties").

RECITALS

1. In the spring of 2011, the United States Department of Justice (the "Department") initiated a compliance review of the City of Flint, Michigan (the "City") and its polling place system under title II of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12131 - 12134, and the Department's title II implementing regulation.
2. The City has 61 voting precincts, currently housed in 35 polling place locations. Pursuant to the State of Michigan's policies, the City is responsible for reviewing the accessibility of each polling place.
3. Based on polling place reviews conducted by the Department during the May 2011 primary election, the Department concluded that many of the City's polling places contain barriers to access for persons with disabilities.
4. The City, a municipality within the State of Michigan, is a "public entity" within the meaning of the ADA, 42 U.S.C. § 12131(1), 28 C.F.R. § 35.104, and is, therefore, subject to title II of the ADA, 42 U.S.C. §§ 12131 - 12134.
5. The Department is authorized under 28 C.F.R. Part 35, Subpart F, to determine the City's compliance with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA if voluntary compliance cannot be secured.
6. The City denies the Department's allegations.

TERMS OF SETTLEMENT

Obligations of the City of Flint

7. Accessible polling places are and shall be the cornerstone of the City's voting accessibility program. The City has an obligation to provide an accessible voting program under federal law.
8. The City shall continue to maintain in operable working condition on Election Day those features of facilities and equipment that are required to make polling places accessible to and usable by persons with disabilities. If circumstances arise such that a polling place location that was previously accessible is no longer accessible because a feature of the facility or equipment is no longer operable, then the City shall relocate the polling place to an alternative, accessible location in accordance with Paragraph 13 of this Agreement.
9. The City will continue to make reasonable efforts to maintain equipment (such as ramps, traffic cones, wedges, and door stops) used to ensure the accessibility of polling places.

10. Beginning with the August 2012 election, the City will ensure that at each polling place location with off-street parking, at least one van-accessible space will be provided temporarily on Election Day, through the use of traffic cones and appropriate signage, or in some other manner.
11. The City will cooperate fully with the Department, including but not limited to, providing the Department with timely access to polling places (including on Election Day), maps, and other reasonably requested information.
12. Pursuant to the recommendations made by the Department in Paragraphs 17 and 18 of this Agreement, prior to the August 2012 election, the City will either implement the recommendations to make the polling place locations temporarily accessible on Election Day, or will relocate inaccessible locations to an alternative accessible location pursuant to the process established by Paragraphs 13 and 14 of this Agreement. However, the City will be allowed additional time—not to exceed the date of the November 2012 election—to implement the recommendations or relocate the following current polling places: Lincoln Park United Methodist, Mt. Zion Missionary Baptist Church, Bethlehem Temple Church, Holbrook Ave. Church of God, and Bunche Elementary School.
13. After the effective date of this Agreement, the City shall make accessibility a major criterion when it selects new locations for polling places. It shall be the policy and practice of the City to review each newly proposed polling place location to determine whether it is accessible to persons with disabilities or could be made temporarily accessible on Election Day through the use of a ramp, or through another reasonable temporary manner, before the City's selection of the location as a polling place. If the City ultimately determines that a newly proposed location is not accessible or cannot be made temporarily accessible on Election Day, then the City will reject the location and continue searching until an accessible location or one that can be made temporarily accessible on Election Day can be found. The City will use the State of Michigan Survey Instrument, modified to include comment and temporary remedy sections (documented with photographs of the elements of the survey), to assess the accessibility of all future proposed polling place locations.
14. The City will provide the Department notice of its decision-making regarding polling places including whether a new polling place has been selected within ten (10) days of the decision. The City will provide the Department with copies of all surveys and photographs conducted pursuant to Paragraph 13 of this Agreement within ten (10) days of the decision to use the location as a polling place and prior to the location being used in an election.
15. If the City finds that it cannot reasonably implement a previously agreed to recommendation, the City will immediately notify the Department and, upon request, meet and confer with the Department.
16. For the duration of this Agreement, the City will continue to advertise and publish through the City website and other appropriate local media, the polling place locations that are accessible to voters with disabilities.

Survey and Evaluation of Polling Places

17. In order to assist the City to meet its obligations under the ADA, the Department will provide to the City, copies of the surveys of the City's polling place locations conducted by the Department during the May 2011 primary election. The Department will also provide its recommendations for how to make each location temporarily accessible on Election Day, where applicable.

18. The Department will also provide to the City recommendations regarding polling place locations that the Department has determined, through its May 2011 surveys, are not accessible and cannot be made temporarily accessible on Election Day. If a polling place location can only be made accessible through permanent remedies (such as alterations or construction), then the Department will recommend that the polling place be relocated to an alternate, accessible location. The City will select alternative locations for these polling place locations pursuant to Paragraph 13 of this Agreement, and implement all new polling places locations by the November 2012 election.
19. The Department maintains the right to conduct compliance surveys or reviews of the City's polling places in each election or at any other time with reasonable notice throughout the duration of this Agreement.
20. The Department will provide assistance to the City on using the State of Michigan Survey Instrument, modified to include comment and temporary remedies sections, and determining whether a newly proposed polling place location is or can be made temporarily accessible on Election Day.

Enforcement Provisions

21. If at any time one of the Parties to this Agreement desires to modify any portion of this Agreement, it will promptly notify the other Party in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. An in-person meeting between the Parties will be held at the request of either Party. The Party receiving a request to modify the Agreement will not unreasonably delay notifying the requesting Party as to whether it will agree to the proposed modification. No modification will take effect unless and until the Parties memorialize the agreed upon modification in writing.
22. In consideration of the mutual promises contained in this Agreement, good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to avoid the costs, expenses and uncertainty of protracted litigation, the Parties, intending to be legally bound, enter into this Agreement.
23. In consideration of, and consistent with the terms of this Agreement, the Department agrees to refrain from filing any civil suit related to the accessibility of the City of Flint's polling places for voters with disabilities until the day after three years from the effective date of this Agreement, except as provided in Paragraphs 24 of this Agreement.
24. The Parties may institute a civil action in federal district court to enforce the terms of this Agreement. The Parties do not waive defenses, arguments or claims for a failure to comply with the terms of this Agreement.
25. Failure by the Department to enforce this Agreement with regard to any deadline or other provision of the Agreement will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.
26. A copy of this document will be made available to any person by the City or the Department on request.
27. This Agreement shall be applicable to and binding upon both Parties, their officers, agents, employees, and assigns.


28. This Agreement constitutes the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party or agents of either Party, that is not contained in this written Agreement, will be enforceable. This Agreement does not purport to remedy any other disputes regarding the ADA or any other federal law, except to the extent they are related to the accessibility of the City of Flint's polling places to voters with disabilities.
29. This Agreement will remain in effect for three years from the effective date.
30. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.

FOR THE UNITED STATES:

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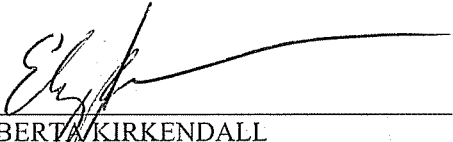
ALLISON J. NICHOL, Chief
Disability Rights Section
Civil Rights Division

Date: 5-14-2012



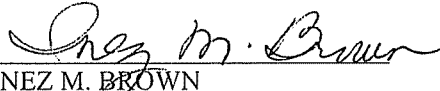
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Date: May 14, 2012


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Date: May 17, 2012

FOR THE CITY OF FLINT:


INEZ M. BROWN
City Clerk
City of Flint, Michigan
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Date: May 11, 2012